

Section 1-Bid Information

DIVISION OF PURCHASING

805 Central Ave., Suite 234, Cincinnati, Ohio 45202-1947

4/2016

DATE ISSUED: 11/9/2016

BIDS DUE BY 11/16/2016 at 12:00 PM ET



This bid is designated as an electronic bid per CMC 321-24. Go to www.cincinnati-oh.gov/vss/ for instructions. By submitting the bid, you are verifying the person submitting the bid is authorized to legally bind the company.

	Contact Person	Email Address	Agency Number	Req Number
BUYER	Gregory Algie	greg.algie@cincinnati-oh.gov	Various	Req No

COMMODITY CODE	DESCRIPTION
335-72	TERM CONTRACT FOR MULCH
	(AS DETAILED HEREIN)

PLEASE NOTE: This is an online bid and is divided into three (3) volumes. Volume One is the Bid information and does not need to be returned. Volume Two is the Forms and questionnaires that **MUST** be completed. Volume Three is the Excel pricing sheets and **MUST** be completed in the highlighted areas (yellow) and return as an attachment with the signed forms in Volume Two. In VSS you will only need to enter the Unofficial Total on line one.

This bid will not be read publicly. No hard copies of bids will be accepted. Bidders must submit bids electronically through the City's Vendor Self Service website. Bidders must be registered to submit a bid. Bidders can register and submit bids at www.cincinnati-oh.gov/vss/.

Bidders must submit pricing on all commodity lines on electronic bid. Blank pricing on commodity lines will be considered a bid of \$0.00.

Unofficial ONLINE bid results can be viewed after the bid closes at the City's Open Data website: <http://www.data.cincinnati-oh.gov>.

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR BIDDER

- 1) **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
- 2) **Applicable Laws:** The Revised Code of the State of Ohio, the Charter of the City of Cincinnati, and all City ordinances, insofar as they apply to the laws of competitive bidding, contracts, and purchases are made a part hereof. All laws of the United States of America, the State of Ohio and the City of Cincinnati applicable to the products or services covered herein are made a part hereof.
- 3) **Workers' Compensations:** The bidder or contractor agrees to furnish an official certification or receipt of the Industrial Commission of Ohio, showing that he has paid into the State Insurance fund the necessary premiums, whenever such certificates are required by the Bid Document.
- 4) **Infringements and Indemnification:** The Contractor shall indemnify, defend and save the City, its agents, and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by the Contractor including by the Contractor's employees and agents in the performance of this Agreement.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City wherever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
- 5) **Default Provisions:** In case of default by the bidder or contractor, the City of Cincinnati may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned thereby.
- 6) **Pricing:** Prices should be stated in unit of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
- 7) **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges. As delivery may be a deciding factor in the award of an order, it is important that the bidders furnish delivery information in the space provided.
- 8) **Specifications:** Unless otherwise stated by the bidder the bid will be considered as being in strict accordance with the specifications outlined in the Bid Document.

Reference to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description *unless* a departure or substitution is clearly noted described in the bid and approved by the City.
- 9) **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
- 10) **Cash Discounts:** Time in connection with cash discounts offered, will be computed from date of delivery and acceptance at final destination or from date properly executed invoice is received, if the latter date is later than the date of delivery and acceptance. If no cash discount is indicated in the space provided in the Bid Document the terms will be considered as Net-thirty (30) days. Cash discount offered for payment in fewer than twenty five (25) calendar days cannot be considered.
- 11) **Taxes:** State and local governments no longer need to be certified under the Internal Revenue code but are automatically exempt from excise tax, therefore, the City's Certificate of Registry Number is no longer needed. The Purchasing Division will continue to issue the exemption certificates upon request.
- 12) **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
- 13) **Award:** Unless otherwise specified in the Bid document of the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidder may submit bids on any item or group of items, provided however that the unit prices are shown as requested. Award provisions are set forth in the Bid Document.
- 14) **Payments:** Partial payments may be made upon presentation of a properly executed Invoice unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment have been fully delivered and accepted or the work completed to the full satisfaction of the City.
- 15) **Bidder's Signature:** Each bid form and all forms requiring signature must be signed by the bidder at the time of submittal with his usual signature. All signatures should be in full. Failure to do so shall result in the bid being rejected as non-responsive. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a. Smith-Jones Company, by John Jones, a partner."
- 16) **Submission and Receipt of Bids:**
 - a) Bids, to receive consideration, must be received prior to the specified time of closing as designated in this Bid Document.
 - b) Bidders must use the forms specified within the bid document. Failure to do so may invalidate the bid.
 - c) Separate bids must be submitted on each reference number.
- 17) **Bidder Agrees:** In compliance with this invitation of bids and subject to all conditions listed herein, the bidder offers and agrees: if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in, accordance with the specification applying and the price set opposite each item.

18) **Policy of Non-Discrimination:**

- a) **Disability:** The City of Cincinnati does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs or activities. The Director of Personnel has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act (ADA), and the rights provided thereunder, are available from the ADA coordinator, at (513)352-2411.
- b) **SBE Non-Discrimination Policy:** The City of Cincinnati is committed to a policy of non-discrimination pursuant to Section 1 of the Fourteenth Amendment to the United States Constitution and as outlined in the Offeror's Covenant of Non-Discrimination clause of the bid document, which guarantees equal protection of the laws to all citizens. It is further the policy of the City of Cincinnati that its purchasing and contracting practices not implicate the City as a passive participant in discriminatory practices engaged in by private contractors or vendors who seek to obtain business with the City. In furtherance of these policy objectives, the City seeks to afford to its citizens equal opportunities to do business on City contracts and to ensure that all bidders, proposers, vendors and contractors (collectively referred to herein as "bidders") doing business with the City provide to businesses owned and controlled by racial minorities and ethnic minorities and women, opportunities to participate on contracts which are paid, in whole or in part, with monetary appropriations from the city of Cincinnati.

19) **Expiration of Obligation:** All disbursements hereunder must be properly invoiced within ninety (90) days after the Completion date as set forth in the purchasing document. The City shall have no obligation as to invoices submitted thereafter.

20) **Ineligible Person(s):** Per City of Cincinnati Municipal Code Section 301-20 (Ordinance No. 366-1996), any person or affiliate who is on the City of Cincinnati's Financial Obligation Ineligibility List due to being delinquent in the payment of any financial obligation to the City, any of its Departments, Boards or Commissions, shall not be eligible for any City award. **This includes any person or affiliate who is delinquent in paying City of Cincinnati income taxes.**

21) **Interpretation of Bid and/or Contract Documents**

No oral interpretation will be made to any bidder as to the meaning of the Bid and/or Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received within a reasonable time prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be on file in the office of the Purchasing Division. In addition, copies will be mailed to each person holding Bid and/or Contract Documents. It shall be the bidder's responsibility to make inquiry as to any interpretations issued. All such interpretations shall become part of the Bid and/or Contract Documents and all bidders shall be bound by such interpretations whether or not received by the bidders.

22) **Changes and Addenda to Bid Documents**

Each change or addenda issued in relation to this document will be on file in the Purchasing Division. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of the bid documents.

It shall be the bidder's responsibility to make the inquiry as to changes and addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

Information on all changes or addenda will be available at the office of the City Purchasing Agent no less than five (5) working days prior to scheduled bid opening date.

Total bid inquiry or specific item cancellations may be issued later than the time specified above.

23) **Cooperative Purchasing**

The City of Cincinnati and other governmental entities may purchase the commodities indicated in this solicitation and the resulting contract. Each Entity will issue its own purchasing document based on the contract's pricing.

ADDITIONAL INFORMATION AND AUTHORIZED COMMUNICATION

Questions or requests for additional information regarding this solicitation shall be directed in writing to the assigned City of Cincinnati Buyer, Gregory S. Algie, via email at greg.algie@cincinnati-oh.gov.

Starting on the date a procurement solicitation is issued and expiring on the date the contract is awarded, actual and prospective respondents or bidders (including their representatives or persons acting on their behalf) are prohibited from contacting any City employees other than the assigned Buyer or a representative from the City's Purchasing Division, in any manner regarding this solicitation. Any contact other than with the assigned Buyer or the City's Purchasing Division during the no contact period may be justification for rejection of the violator's bid.

REQUISITIONER(S)

For furnishing during the period of the contract the commodity and/or service listed herein as required by miscellaneous City Departments from time to time.

CERTIFICATION

This contract involves the expenditure of money only to the extent that requisitions will be made off this contract from time to time by various City Departments during the term of this contract. For that reason, and in the absence of the requisition for immediate performance or delivery off this contract, certification by the Finance Director as to the availability of funds to meet the obligations of each individual requisition off this contract will occur on each individual requisition as such requisitions are made from time to time by various City Departments during the term of the contract. The City asserts the absence of any liability in excess of the amounts so certified.

INITIAL CONTRACT PERIOD

The materials/services shall be delivered, as ordered, during the period beginning on the effective contract date and ending December 31, 2017.

OPTIONAL RENEWAL PERIOD(S)

At the sole discretion of the City the contract may be renewed for two (2) additional (12) twelve month period ending December 31, 2019.

These options shall be automatically exercised unless written notice to the contrary is filed with either party not later than thirty days prior to the expiration of the current contract period. Such notice shall be provided in writing.

It is understood and agreed that the contract may be renewed only under the same conditions governing the original contract.

TERMINATION

The City may terminate this Agreement at any time for any reason upon thirty (30) days written notice to Contractor.

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Agreement or if the Contractor violates any of the terms and conditions, covenants or agreements of the Agreement, if no attempt is made to cure the failure within a period of ten (10) days or a longer period specified in writing, the City of Cincinnati shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Cincinnati for damages sustained by the City of Cincinnati by virtue of any breach of this Agreement by the Contractor, and the City of Cincinnati may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City of Cincinnati from the Contractor is determined. Exceptions may be made with respect to defaults of subcontractors.

SPECIFICATIONS

Shall be in accordance with the Detailed Specifications included herein.

PRICING

Prices shall be firm, not subject to change. Prices shall include transportation, fuel, labor, material, insurance, overhead and profit.

QUANTITIES AND DURATION

The quantities listed herein are the City Department(s) or Division(s) listed herein estimated requirements for a twelve (12) month period; however, they shall not govern the actual quantities purchased during the contract period.

It is estimated that on a time proportionate basis the quantities for an optional renewal period will approximate the quantities listed herein; however, they shall not govern the actual quantities purchased during the optional renewal period.

COOPERATIVE PURCHASING

The City of Cincinnati and other governmental entities may purchase the commodities indicated in this solicitation and the resulting contract. Each Entity will issue its own purchasing document based on the contract's pricing.

AVAILABILITY OF STOCK

The Contractor shall maintain a local stock of bulk and colored hardwood mulch in the greater Cincinnati area. The local stock shall be available at all times during normal working hours for emergency pick-up by the City.

The length of time required for deliveries and the size and the variety of the bidder's local stock will be considered in making an award.

ADDITIONAL MULCH

By mutual agreement of the City and the Contractor bagged mulch or additional hardwood mulch may be added to the contract as need arises for each agency, up to the legal advertising limit.

The Contractor shall submit his quotation for each such bagged mulch or additional hardwood mulch. Such quotations shall be subject to the approval of the City Purchasing Agent.

If the Contractor declines to perform the services or if the price quoted for the bagged mulch or additional hardwood mulch is not approved by the City, the City shall have the right to contract for the bagged mulch or additional hardwood mulch with others.

DELIVERY

The material/services shall be delivered as needed and ordered to the requesting City departments/divisions.

SEND INVOICE TO

Invoices must be submitted on the contractor's standard invoice and mailed to the requesting City department/division where material is delivered or service is provided. The item(s) shall be invoiced showing quantity and sufficient identification data (i.e. part number, catalog number, etc.) so as to facilitate audit of invoices by the City of Cincinnati.

EEO PROGRAM

The Contractor shall be subject to the provisions of the City of Cincinnati Municipal Code Chapter 325, regarding Equal Employment Opportunity (EEO). The EEO Program requires the vendor awarded the contract to complete and submit a DEI 147 form. The DEI 147 form is designed to provide an evaluation of the vendor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, gender identification, national or ethnic origin, age, handicap, or Vietnam military service.

Failure to comply with the City's request for submission of the DEI 147 form within ten (10) days of the date of the request will be sufficient cause to reject the bid due to the vendor being non responsive.

SMALL BUSINESS ENTERPRISE (SBE) AND MINORITY & WOMEN BUSINESS ENTERPRISE (M/WBE) PROGRAMS

Requirements of the City of Cincinnati Municipal Code Chapter 323 (SBE Program) and 324 (M/WBE Program), and amendments thereto are applicable. The contract with the City shall be subject to, and the contractor shall comply with, the provisions of Cincinnati Municipal Code Chapter 323 and 324. Section 323-99 and 324-99 shall be incorporated by reference into the contract with the City. Details concerning this program can be obtained from the Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 610, Cincinnati, Ohio 45202 or via <http://www.cincinnati-oh.gov/inclusion/>.

The Contractor shall utilize best efforts to recruit and maximize the participation of all qualified

segments of the business community in subcontracting work, which includes the utilization of Small Business Enterprises (“SBEs”). This includes the use of practices such as assuring the inclusion of qualified Small Business Enterprises in bid solicitations and dividing large contracts into smaller contracts when economically feasible.

The Bidder is responsible for verifying that each SBE or M/WBE to be used on a contract is certified by the time of bid closing. The M/WBE and/or SBE named must be certified to provide the services that they are listed to perform, and the services must be required as part of the work on this contract. A directory of certified SBEs and/or M/WBEs is available online at <https://cincinnati.diversitycompliance.com> or at the offices of DEI.

OFFEROR’S COVENANT OF NON-DISCRIMINATION

Pursuant to the City of Cincinnati’s policy of non-discrimination, specifically in its purchasing and contracting practices, **by signing this bid** and as a condition of contract award, we covenant, represent and warrant that:

- We will not discriminate against small business enterprises on the basis of race, ethnicity, gender or disability in the process of contracting, subcontracting and purchasing;
- We will use good faith efforts to promote opportunities for small business enterprises to participate in and compete for opportunities to the extent of their availability and capacity;
- If awarded the contract, we will submit to ongoing monitoring by and submittal of reports to the City’s Department of Economic Inclusion;
- We will submit to investigations and/or audits by the Department of Economic Inclusion in connection with routine monitoring or as a result of specific allegations of discrimination.

VENDORS INELIGIBLE TO CONTRACT OR SUBCONTRACT WITH THE CITY

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request to the Chief Procurement Officer. The City will not contract with any person or firm on the list. It is each Bidder’s responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

ASSIGNMENTS AND SUBCONTRACTING REQUIREMENTS

The contractor agrees to constantly supervise and monitor personnel to ensure faithful prosecution of the work. The contractor shall not assign or subcontract the work or any part thereof unless prior approval from the City’s Chief Procurement Officer using the Supplies and Services Subcontractor Approval and Substitution Request Form contained herein.

WAGE ENFORCEMENT

This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any person who has an agreement with the city or with a contractor or subcontractor of that person shall report all complaints or adverse determinations of Wage Theft and Payroll Fraud (as defined in Chapter 326 of the Cincinnati Municipal Code) against the person, contractor or subcontractors to the Department of Economic Inclusion within 30 days of notification of the complaint or adverse determination.

Under the Wage Enforcement provisions, the City shall have the authority, under appropriate circumstances, to terminate this Agreement or reduce the incentives or subsidies to be provided under this Agreement and to seek other remedies.

ADMINISTRATIVE FEES

The successful Bidder will remit to the City an Administrative Fee in the amount of one percent (1%) of the total sales from this contract.

The pricing submitted with this proposal shall include the City's Administrative Fee.

ADMINISTRATIVE FEES MAY NOT BE ADDED AS A LINE ITEM ON ANY INVOICE.

A statement verifying the total sales amount must accompany the remittance. This remittance will be due not later than 45 days after the last day of each calendar quarter. Please provide a sample statement document for review.

QUESTIONNAIRES

Bidders shall accurately complete the questionnaire(s) included herein.

AWARDING CRITERIA

In making an award the City will evaluate the bids received considering such factors as listed below as well as other factors which are considered pertinent:

Price Compliance with bid conditions and specifications

Availability of mulch

Ease of placing an order

Length of time required for delivery

Quality of Mulch

Location of bidder's facility

SITE INSPECTION

The City reserves the right to visit and inspect the contractor's facility prior to award of contract. Additionally, the City reserves the right to inspect the contractor's stockpile of mulch to determine compliance with the specifications and suitability of the mulch.

MULTIPLE AWARDS

It is the intent of the City to award one or more contracts to the lowest and best bidder(s) as determined by the City in accordance with Section 321-37 of The Cincinnati Municipal Code.

Contract(s) will be awarded in order to assure adequate availability of stock at any time needed. The awarding criteria will be used to select the successful bidder(s). Purchases from a successful vendor will be at the discretion of each City agency at the time of that agency's needs.

The City makes no guarantee of percentile portion or priority of each agency's use of each contract, and does not guarantee any amount of work to any successful bidder.

The City reserves the right to issue separate purchase orders with other vendors when necessary to provide maximum efficiency and continuity of operation.

DETAILED SPECIFICATIONS

BULK HARDWOOD MULCH

Shall be top quality hardwood bulk mulch.

The mulch shall be twice shredded from hardwood. The mulch shall be free from sticks, stems or other foreign matter. The mulch must be very dark in color.

The City reserves the right to refuse any load from the contractor if the mulch is determined unacceptable.

If color enhanced mulch, then mulch will be enhanced with colorfast, non-hazardous dyes conforming to all FDA and EPA standards of toxicity for the mulch industry.